

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF ALABAMA  
EASTERN DIVISION

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DEBRA P. HACKETT, CLK  
U.S. DISTRICT COURT  
MIDDLE DISTRICT ALA

George D. McCARLEY,	)	
	)	
Plaintiff,	)	
	)	Civil Action No. 3:06-cv-00091-MEF
v.	)	Lead Case
	)	
HOUSEHOLD FINANCE	)	(3:06-cv-00104-MEF)
CORPORATION III, et al.,	)	
	)	
Defendants.	)	

**ANSWER**

Defendant HSBC Mortgage Services, Inc. answers the complaint as amended (the "Complaint") as follows:

**First Defense**

1. Defendant denies the material allegations of the Complaint, except that defendant admits and avers that this Court has subject matter jurisdiction under the Real Estate Settlement Procedures Act ("RESPA"), that venue is proper, that plaintiff entered into a loan and mortgage with HomeSense Financial Corp. of Alabama, that said mortgage was purchased by an affiliate of defendant, that said mortgage was thereupon serviced by defendant, and that the mortgage was foreclosed. Defendant contests the relief sought.

**Second Defense**

2. The Complaint fails to state a claim upon which relief can be granted.

**Third Defense**

3. The Complaint fails to comply with the requirements of Rule 8.

**Fourth Defense**

4. Plaintiff's claims are barred by the statute of limitations.

**Fifth Defense**

5. Plaintiff claims are barred by his failure to make required qualified written requests.

**Sixth Defense**

6. Any damages in this matter are limited by the provisions of 12 U.S.C § 2605.

**Seventh Defense**

7. Plaintiff's claims are barred by the doctrines of waiver and estoppel.

**Eighth Defense**

8. Plaintiff has failed to provide required notices.

**Ninth Defense**

9. Plaintiff has failed to mitigate damages.

**Tenth Defense**

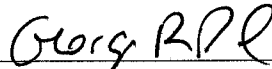
10. Plaintiff's claims are barred by res judicata and collateral estoppel.

**Eleventh Defense**

11. Plaintiff lacks standing to pursue one or more of the purported claims, by virtue of 12 USC § 1833a(d), among other reasons.

**Twelfth Defense**

12. To the extent the Complaint seeks to make defendant liable for punitive damages, defendant adopts by reference the defenses, criteria, limitations, standards and constitutional protections mandated or provided by the United States Supreme Court in BMW of North America, Inc. v. Gore, 517 U.S. 559 (1996), Cooper Industries, Inc. v. Leatherman Tool Group, Inc., 532 U.S. 923 (2001), and State Farm Mutual Automobile Insurance Company v. Campbell, 538 U.S. 408 (2003).



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**CERTIFICATE OF SERVICE**

I hereby certify that I have, on this the 16<sup>th</sup> day of February, 2007,  
served a correct copy of the foregoing upon the following by placing the same in  
the United States Mail, properly addressed and postage prepaid:

George D. McCarley  
216B Chestnut Street  
Roanoke, AL 36274

